

1. TICKET CATEGORIES

The HKRU acknowledges and will make its Customers aware that Ticket categories, locations and seating positions within the Stadium are allocated at SARES'/SARU's sole discretion. The Tickets allocated to the client for any particular Match may not necessarily be located together (but HKRU will use reasonable endeavors to ensure at minimum Tickets will be in pairs). Subject to the relevant Tickets being available, HKRU will use its reasonable endeavors to fulfil any specific individual written requests from the client to try and provide certain Tickets that are located together.

Where available, Stadium maps showing categories and/or locations of Tickets are for information purposes only and made available as a guide. The guides are not to scale and provide the approximate location of the Tickets in the Stadium. The Stadium, SARU and/or SARES reserves the right to re-categorise, move or reallocate categories and locations at its sole discretion.

- (a) CHANGE TO BOOKING (including name change on ticket HKD 700 needs to be paid to SART)
any necessary variations to the Fees detailed on the Booking Form arising from the Change Request; and
- (b) the administration charge that will be incurred by the HKRU (and payable to SART) if the client confirms its acknowledgement to proceed with the Change Request.

2. FORCE MAJEURE

2.1 Neither party shall be liable to the other for its inability to perform any obligations under this Agreement caused by a Force Majeure Event affecting that party, save that the client shall not be relieved of its obligation to pay the Fees to HKRU as a consequence of a Force Majeure Event.

2.2 If a Force Majeure Event occurs, then the affected party shall immediately notify the other party of the nature and likely duration of the Force Majeure Event and take all reasonable steps to reduce or mitigate its effect. As soon as reasonably practicable after the cessation of the Force Majeure Event the affected party shall notify the other party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under this Agreement.

2.3 If the Force Majeure Event (but in this clause "Force Majeure Event" shall not include the rescheduling of the Tour) continues for a period of 30 (thirty) days or more either party may terminate this Agreement provided such Force Majeure Event is continuing at the date of termination.

2.4 Without prejudice to clause 2.1 and except as provided in clause 2.5:

- (a) Where a Stadium is to be changed, or has been changed, or the Affected Services are not capable of performance as a result of a Force Majeure Event (except due to an Excluded Event), HKRU will use reasonable endeavours to:

- (i) provide alternate Affected Services of an equal standard; and
- (ii) keep the client promptly informed,

but shall not be liable to pay the client any costs (including any additional travel costs), expenses, damages or compensation as a result of the change or inability to change the Affected Services.

- (b) Where a Match has been cancelled or is played behind closed doors as a result of a Force Majeure Event (except due to an Excluded Event), HKRU will provide a refund of the applicable proportion of the Fees the client has paid in relation to that Match only, less any monies that HKRU cannot recover from the relevant Service Providers or other third party suppliers. Subject to the foregoing, HKRU shall not be liable to the client for any other losses whatsoever it suffers as a result of a Match cancellation or if a Match is played behind closed doors.

Where a Match is postponed as a result of a Force Majeure Event, subject to sub-paragraph (e) below, HKRU will use reasonable endeavors to liaise with the Service Providers of the Affected Services and request that such Affected Services be changed to the dates of the rearranged Match date, but shall not be liable to the client if the Service Providers refuse to move the Affected Services to the new dates (save to the extent that HKRU receives a refund from such Service Provider) or for any other losses whatsoever. To the extent HKRU is able to recover amounts from the Service Providers for the Affected Services, those recovered amounts shall be used by HKRU to pay for the Substituted Services. Should there be a shortfall between the amounts recovered and the Fees for the Substituted Services, such shortfall and any reasonable additional costs incurred by HKRU in accordance with this clause shall be borne by the client and HKRU shall invoice the additional cost to the client, such invoice to be paid within 14 (fourteen) days of receipt. If such a Service Provider agrees to the change of dates of the Affected Services requested by HKRU but charges HKRU for making such a change or increases the rates then HKRU shall invoice the client for all such costs and charges and the client shall pay HKRU the invoice amount within 14 (fourteen) days of the invoice date.

- (c) Where the entire Tour has been cancelled (including where the Tour is played without spectators) as a result of a Force Majeure Event (except due to an Excluded Event), HKRU will refund to the client the Fees the client has paid less any monies that HKRU cannot recover from the relevant Ticket issuer(s), Service Providers, other third party suppliers, or its insurer.
- (d) Where the entire Tour has been postponed as a result of a Force Majeure Event, HKRU will use reasonable endeavors to liaise with the Service Providers making up the clients Bookings and will request that the Affected Services be changed to the dates making up the rearranged Tour dates, but shall not be liable to the client if the Service Provider refuses to move the Affected Services to the new dates (save to the extent that HKRU receives a refund from such Service Provider) or for any other losses whatsoever. To the extent HKRU is able to recover amounts from the Service Providers for the Affected Services, those recovered amounts shall be used by HKRU to pay for the Substituted Services. Should there be a shortfall between the amounts recovered and the Fees for the Substituted Services, such shortfall and any reasonable additional costs incurred by HKRU in accordance with this clause shall be borne by the client and HKRU shall invoice the additional cost to the client, such invoice to be paid within 14 (fourteen) days of receipt. If such an Affected Services Service Provider agrees to the change of dates requested by HKRU but charges HKRU for making such a change or increases the

charges then HKRU shall invoice the client for all such costs and charges and the client shall pay HKRU the invoice amount within 14 (fourteen) days of the invoice date.

- (e) Where the Product is not available or an event is cancelled as a result of a Force Majeure Event (except due to an Excluded Event), HKRU will refund the applicable proportion of the Fee paid by the client in relation to the Product affected less any monies that it cannot recover from its service providers which relate to the Product.
- 2.5 HKRU shall not be liable to the client on any basis for any direct or indirect losses or damages as a result of any cancellation, curtailment, abandonment, postponement, Matches played without spectators or relocation of the Tour directly or indirectly resulting from:
- (a) Coronavirus (2019-nCoV or SARS-CoV-2) or any other communicable disease, or threat or fear thereof (whether actual or perceived) ("Covid 19"); together an **"Excluded Event"**.
 - (b) Understands that HKRU shall not be liable for any direct or indirect losses as a result of the client being unable to travel for the Tour due to travel, quarantine or other restrictions imposed by a government or authority within the Territory excluding South Africa.
- 2.6 HKRU shall provide the client a refund where the Tour is cancelled as a result of Covid 19 or if the Matches proceed without spectators. The client shall not receive a refund of any amounts should the Tour be postponed. Where the Tour is postponed, the bookings made shall be moved to dates on which the Tour has been postponed to. Where HKRU is unable to fulfil the Booking as a result of unavailability of Travel Services, HKRU will refund to the client the Fees that the client has paid less any monies that HKRU cannot recover from the relevant Ticket issuer(s) or Service Providers. Non-fulfilment.
- 2.7 HKRU NOT REPOSNOBLE FOR INTERNATIONAL OR DOMESTIC FLIGHTS And ON GROUND TRANSPORT DELAYS
3. HKRU and/or the Service Provider may refuse a Customer or the Employees' use of the Travel Service, Non-Test Service or Product or remove them if they are deemed to be behaving inappropriately (including drunken or abusive behavior). HKRU shall not be liable to the Customer for the behavior of other third parties over which it has no control.
- 3.1 HKRU shall pass on all reasonable requests from the client to the Service Provider within a reasonable time period taking into account the time differences but makes no guarantee that these requests will be accepted.
- 3.2 All Travel Services, Non-Test Services and Product provided will be subject to the Service Provider's terms and conditions in force from time to time. The terms and conditions may be updated from time to time and the client must agree to the terms and conditions to use the Travel Services, Non-Test Services and Product. HKRU shall not be liable to the client for any breaches of the terms and

conditions by the client and any subsequent refusal of the Service Provider to provide the Travel Services, Non-Test Services and Product to the client,

3.3 The client agrees to follow all applicable health and safety instructions whilst using the Travel Services, Non-Test Services and SART Product.

3.4 The client is responsible for their personal conduct whilst they are using the Travel Services, Non-Test Services and SART Product. If the client cause damage, costs or loss to:

(a) the Service Provider's property; or

(b) the Travel Service, Non-Test Service, SART Product; and/or

(c) any third party or their property;

they will be required to pay for any damage, costs or loss immediately.

3.5 HKRU and/or the Service Provider may refuse a client use of the Travel Service, Non-Test Service or SART Product or remove them if they are deemed to be behaving inappropriately (including drunken or abusive behaviour). HKRU shall not be liable to the Customer or the client for the behaviour of other third parties over which it has no control.

3.6 The client shall be responsible for any damage or soiling caused to the Travel Service, Non-Test Service, Product or the Service Provider's equipment or property by a Customer or its Employees. The client shall indemnify HKRU immediately on demand for any costs, expenses or charges that HKRU incurs as a result of damage to a Service Provider's property caused by the client

3.7 The client will settle their individual accounts with Service Providers for any additional service charges prior to their departure from the Travel Services, Non-Test Service or SART Product. If the client fail to settle their additional expenditure in full the client will be required to immediately pay any outstanding sums on demand and will fully indemnify HKRU immediately on demand for any and all costs and charges that are passed on to HKRU by the Service Provider or are charged to HKRU in respect of the same.

3.8 If special arrangements and/or medical assistance is required, this will need to be notified to HKRU not less than six months prior to the date of the Travel Service, Non-Test Services or SART Product.

3.9 There are strict immigration rules for travelling to South Africa with children. Please contact the relevant authorities for the necessary travel requirements in your country of residency.

- 3.10 Children under the age of 18 (eighteen) will be refused use of Travel Services, Non-Test Services or SART Product unless each child is accompanied by a parent or guardian. No child or multiple children are permitted to occupy Accommodation on their own. All bedrooms must be occupied by at least one responsible adult.
- 3.11 Specific provisions for children will not be provided by the Service Provider unless confirmed in writing. If this is not confirmed as part of the Tour Package and it is required, Customers must make their own arrangements.

4. ACCOMMODATION

- 4.1 Any planned or unexpected refurbishment or maintenance works due to take place at the Accommodation will be notified to the client as soon as reasonably practicable after HKRU is notified of the same by the Service Provider. The client shall not be entitled to a refund or be able to cancel the Accommodation should the Service Provider undertake refurbishment or maintenance during the dates of stay, regardless of prior notification of such work.
- 4.2 SART and HKRU reserves the right to change any of the Accommodation for reasons outside of its control by giving the client written notice at the earliest opportunity, without any liability to the client. SART and HKRU shall not make such a change unless required to do so, and HKRU shall use reasonable endeavors to source replacement Accommodation of a reasonably similar standard and in a reasonably similar location to that originally assigned to the client at all times subject to the availability of such accommodation. The client acknowledges that the provision of Accommodation in South Africa is limited and all replacement Accommodation is subject to availability within the market as at the date of the change and therefore such a change may not be 'like for like'.
- 4.3 The client acknowledges that a Service Provider may have to operate a relocation policy if the Accommodation is oversubscribed or rooms are unexpectedly unavailable. HKRU shall liaise with the client and the Service Provider to manage the relocation and shall use reasonable efforts to manage the relocation on a fair, reasonable and non-discriminatory basis
- 4.4 The client further acknowledges that check-in and check-out times will vary from Service Provider to Provider. HKRU will confirm check-in and check-out times for the Accommodation at least 3 (three) months in advance of arrival and shall promptly notify the client of any changes to the same.
- 4.5 Accommodation check-in and check-out times may not necessarily be as displayed on the Service Provider's website and are subject to change.
- 4.6 Early check-in or late check-out is subject to availability and payment of any additional costs. All request must be made a minimum of 7 (seven) days in advance of the clients arrival.

- 4.7 A Service Provider's process for group check-in and check-out may differ from an individual guest's check-in and check-out process and may differ between properties. The client acknowledges and accepts that HKRU has no control over the check-in or check-out process applied by the Service Provider and as such must accept the process as applied by the Service Provider.
- 4.8 SART has sourced the Accommodation included within a SART Travel Package with reasonable skill and care but does not make any representation or warranty to the client that the star ratings or quality indicia provided are accurate or reflect, or are comparable to, equivalent standards used in the Territory.
- 4.9 Where SART and HKRU has sourced the Accommodation as part of Non-Test Services, this has been sourced on the clients specific request and HKRU make no representation or warranty to the client in respect of the Accommodation forming part of Non-Test Services.
- 4.10 By placing a Booking, the client acknowledges that it has been provided with sufficient information to determine the quality and standard of the Accommodation.
- 4.11 All Accommodation is provided on a standard double or twin share basis, including breakfast unless otherwise stated.
- 4.12 The Accommodation to be provided as part of a SART Travel Package includes South African VAT, Tourism Levy and Conservation Levy, Tax but does not include sole occupancy of the room or any room service, mini bar purchases, internet access (Wi-Fi), telephone charges, pay-tv services, portage, parking, food or beverages (other than breakfast), baggage storage, or any other service charges unless stated in the Booking.
- 4.13 The client acknowledges that Service Providers have the exclusive right to supply food and drink on their premises and it will procure that its clients respect this right and only consume food or drink on the premises that is supplied by the Service Provider.
- 4.14 It may not be possible for Customers or clients to use loyalty cards or member schemes in connection with the Accommodation. Accommodation may not be deemed to be eligible in accordance with the relevant scheme's rules meaning that awards, points or similar may not accrue in connection with the stay.

5. GROUND TRANSPORTATION SERVICES

- 5.1 The client due to utilize the Ground Transportation Services arrive at the times and locations as instructed by SART and HKRU in writing. Please note the departure times and locations for the Ground Transportation Services are subject to change. Any change will be notified to the client as soon as is reasonably practicable, but a change shall not entitle the client to a refund, compensation and/or cancellation.

- 5.2 SART and HKRU is unable to delay departure times and therefore will not be liable should a Customer or client miss a departure time. SART and HKRU shall not be required to hold up a Ground Transportation Service to wait for a Customer or client or to provide a seat on any other Ground Transportation Service if a client does not arrive on time and miss the departure. If the client has exclusive use of the Ground Transportation Services, then the client may be able to delay departure times subject to onward availability of the vehicle and the client assuming liability for any additional fees or costs associated with the delay.
- 5.3 Accordingly, in relation to Matches and other Ground Transportation Services not connected to Matches, the client acknowledges that Ground Transportation Services may not be able to drop off and/or park in the immediate vicinity of a destination and that some walking or the use of other travel facilities may be required.
- 5.4 There may be additional costs imposed over which HKRU has no control, for example coach passes to access drop-off points and/or vehicle parking. Any such additional services and/or credentials are subject to availability and may be limited. The client shall pay HKRU for any additional services and/or credentials in advance and shall be non-refundable. HKRU will notify the client of any such requirements promptly after it becomes aware of any such requirements. Any such additional services and/or credentials will not be provided until full payment has been made in advance.
- 5.5 The client acknowledges that Matches may be delayed or run into extra time and that HKRU shall not be liable for any missed connections or other consequence as a result of such non-scheduled finish time.
- 5.6 All journey times are approximate. HKRU shall not be liable for delays to or cancellation of Ground Transportation Services caused by reasons outside of its direct control.
- 5.7 Daily transportation rates are only applicable in-home cities and extra charges per kilometer may be payable by the client. Details will be set out in each Booking.
- 5.8 Unless specified in the Booking, the Ground Transportation Services are to be provided on a standard basis and do not include (without limitation) any parking charges, toilets, internet access (WiFi), entertainment, upgrades, personal service, food or beverages or any service charges.
- 5.9 Luggage allowances will be advised prior to the provision of any Ground Transportation Service. Luggage must not contain any dangerous, illegal or excessively sized items and such luggage will be refused to be carried. Customers take luggage and valuables at their own risk and HKRU shall not be liable for any Customers personal property being lost, stolen or damaged.

- 5.10 Baggage may not always travel on the same Ground Transportation Service as the Customer or Employee.
- 5.11 Baggage allowance varies between Ground Transportation Services. HKRU will confirm the applicable baggage allowances. Clients may have to pay additional charges if baggage allowances are exceeded. The client will settle their additional charges with the Ground Transportation Provider prior to their departure. If a Customer or Employee fails to settle the additional charges in full, the client will be required to immediately pay any outstanding sums and will indemnify on demand HKRU and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by HKRU, or for which HKRU may become liable in connection with additional charges that are passed on to HKRU by the Ground Transportation Service Provider.
- 5.12 The client will not permit any alcohol or food to be consumed on the Ground Transportation Service unless permitted by the relevant Ground Transportation Service Provider. Smoking and/or vaping (including e-cigarettes) is not permitted on any Ground Transportation Service.
- 5.13 Seatbelts must be worn by clients when provided.

6. FLIGHTS

HKRU will not be held responsible for any flight bookings, delays, cancellations relating to the British and Irish Lions 2021 Tour.

7. FEES AND PAYMENT TERMS

100% payment upfront at our online ticketing platform.

8. CUSTOMER DATA PRIVACY

Please refer to <https://www.hkrugby.com/pages/terms> for the customer data privacy policy

9. TRAVEL INSURANCE

Adequate and valid travel insurance for your chosen itinerary is compulsory for all travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events including, but not limited to, cancellations caused by global pandemics and medical cover regarding the same. You are required to carry proof of insurance with you.